

# **COLLECTIVE AGREEMENT**

**Between**

**ARAMARK CANADA LTD.  
(hereinafter called the “Employer”)**

**and**

**CUPE LOCAL 790**

**Term: September 29, 2021 - September 28, 2023**

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## **ARTICLE 1 - GENERAL PURPOSE**

- 1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees of the Employer who are subject to its provisions.

## **ARTICLE 2 - SCOPE**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees engaged in the food services at St. John's Rehabilitation Hospital save and except Manager, Dietitian, Chef, Office Employees, Supervisors, and persons above the rank of Supervisor.
- 2.02 This agreement shall not be construed to extend to or effect in any way any other phase of the Company's business. The term "employee" or "employees" as used in this agreement shall be construed to include only those classifications of employees set forth in this Article and Article 13 and shall not include any other employees of the Company in any of the Company's other operations, divisions, branches or components.
- 2.03 Individuals whose classifications are not in the bargaining unit shall not perform bargaining unit work. Supervisory employees may perform bargaining unit work for purposes of instruction, experimentation, and in case of emergency. This clause shall not apply to the Chef.

## **ARTICLE 3 - RELATIONSHIP**

- 3.01 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.
- 3.02 The Union shall be provided a copy of any written notice provided to an employee that they may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.
- 3.03 The Union will supply the Employer with the names of its stewards and members who may be called in to deal with grievances, conduct negotiations or transact other business with the Employer.
- 3.04 There will be no solicitation of employees by the Union or its representatives during the working hours of employees, except with the consent of the Employer, or as otherwise provided in this Agreement.

- 3.05 A full time representative of the Union shall have access to the Employer's premises at this location, providing the prior approval of the Component Manager granted, in order to investigate, discuss or deal with any matter pertaining to the Collective Agreement. Such prior approval shall not be unnecessarily withheld.

#### **ARTICLE 4 - STRIKES or LOCKOUTS**

- 4.01 The parties to this Agreement recognize that the Employer has the responsibility to the public for the continuance of un-interrupted service. Therefore, the Employer will not cause or direct any lockout of its employees and the Union will not cause or direct any strike or other collective action which will interfere with, or in any way impair the services of the Employer, for the duration of this Agreement.
- 4.02 The definition of the terms "lockout" and "strike" as used in Section 4.01 above shall be in accordance with the Ontario Labour Relations Act and amendments thereto.

#### **ARTICLE 5 - MANAGERMENTS RIGHTS**

- 5.01 The Union acknowledges and agrees that the Company shall continue to reserve all the rights, power and authority to manage its operation and business and to direct the working forces except as otherwise abridged or surrendered by the provisions of this agreement. Without restricting the generality of the foregoing, the exercise of such rights by the Company shall include:
- a) to maintain order, discipline and efficiency;
  - b) to hire, direct, discharge, classify, transfer, lay-off, recall and suspend or otherwise discipline an employee except that a claim by a non-probationary employee that he has been discharged or disciplined without just cause or improperly classified, transferred, laid off or recalled may be made the subject of a grievance and dealt with in accordance with the Grievance Procedure as set out in Article 7;
  - c) to make, enforce and revise from time to time rules and regulations relating to safety, and the general conduct of the employees, provided, however, such rules and regulations are discussed with the Union before implementation;
  - d) to determine the number of personnel required from time to time, the standards of care and quality, the schedule of work, schedules of vacations, the services to be performed and methods, procedure, machinery, and equipment in connection therewith, and the extension, limitation, curtailment or cessation of operations.

The Company agrees that these functions will be exercised in a manner consistent with the other provisions of this agreement.

## **ARTICLE 6 - UNION COMMITTEES and STEWARDS**

- 6.01 The Union shall have the right to appoint or otherwise select a committee of not more than four (4) employees. It shall be the duty of this committee to deal with any matters, which may arise concerning the negotiation or administration of this agreement, including grievances of employees, which are processed through the grievance procedure. All members of this Committee shall be employees of the Employer but the Local President may participate, whether an employee of the Employer or not, and the Committee shall then be reduced by one (1).
- 6.02 The Employer may only recognize one (1) steward as the steward for the purpose of grievance administration. It shall be the duty of the steward to assist employees in presenting complaints to supervisors if requested so to do.
- 6.03 Nothing in this agreement shall be deemed to prevent an employee from acting in the dual capacity of a steward and committee member. The Employer shall not recognize any steward or committee member until the Union identifies the employee as such.
- 6.04 The Union recognizes that members of its committee and steward have regular duties to perform as employees of the Employer. Such employees shall not, therefore, leave their regular duties for the purpose of conducting any business on behalf of the Union or to discuss any grievance without first obtaining the permission of their supervisor and they will give the approximate length of time of their absence. Such permission will not be unreasonably withheld. When resuming their regular duties after engaging in business on behalf of the Union, the Employee will report to their Supervisor immediately upon their return.
- 6.05 Provided they observe the conditions set out in 6.04 above of this Article, steward and members of the Union Committee will be paid for an amount of time spent during working hours discussing complaints, grievances or matters pertaining to the negotiations or administration of this agreement.
- 6.06 LABOUR-MANAGEMENT COMMITTEE
- a) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.
- b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. There shall be two (2) meetings per each calendar year scheduled in advance. A request for additional meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.
- Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- c) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee. It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-

Management Committee. The committee shall have access to work schedules and job postings upon request.

- d) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

#### 6.07 LOCAL BARGAINING COMMITTEE

The Employer agrees to recognize a negotiating committee comprised of employee representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Employer.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Employer will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 19.02.

### **ARTICLE 7 - COMPLAINTS and GRIEVANCES**

#### 7.01 **Step 1**

If an employee has a complaint involving the application, interpretation or an alleged violation of this collective agreement, they will first take the matter up orally with their Unit Manager. The employee shall have their steward to accompany them. The Unit Manager will consider the complaint and will give their reply orally within two (2) days after the complaint was referred to them.

#### **Step 2**

If the reply of the Unit Manager is not satisfactory to the employee concerned, the complaint shall be stated in writing signed by the grievor as a grievance, and be forwarded, within three (3) days after the Unit Manager reply, to the District Manager of the Employer. Within three (3) days following receipt of the written grievance, a committee representing the Management will meet with the Union Committee to discuss the grievance. A written reply to the grievance will be given by the Management Committee within three (3) working days after this meeting has been held.

#### **Step 3**

If the reply of the Management Committee is not satisfactory to the employee concerned, the grievance may be referred to arbitration by the Union within fifteen (15) days after the written reply has been given at Step 2.

- 7.02 Any of the time allowances provided in Steps 1, 2, and 3 may be extended by mutual agreement between the Employer and the other conferring party.

- 7.03 The Employer may refuse to consider any complaint, the circumstances of which arose more than five (5) days before it was brought to the attention of the Unit Manager, or more than five (5) days from the time the employee could first have become aware of such circumstances.
- 7.04 In the consideration of the time limits referred to in this Article, Saturdays, Sundays and paid holidays shall not be considered.
- 7.05 A claim by the Union that the employer is in violation of a term of this agreement which affects a group bargaining unit employee, may be filed as a grievance, in writing, dated and signed, by a Union Representative within ten (10) working days of the alleged circumstances giving rise to the complaint or within ten (10) days of the time which the employees could have first become aware of such circumstances. Discussion of the grievance shall commence at Step 2 of the grievance procedure. This clause cannot be used to replace or by-pass the regular grievance procedure available to employees.

## **ARTICLE 8 - EMPLOYER GRIEVANCES**

- 8.01 A claim by the Employer that the Union or any of its committee representatives, steward or officers violated of a term of this agreement which affects a group bargaining unit employee, may be filed as a grievance, in writing, dated and signed, by an Employer Representative within ten (10) working days of the alleged circumstances giving rise to the complaint or within ten (10) days of the time which the Employer could have first become aware of such circumstances. Discussion of the grievance shall commence at Step 2 of the grievance procedure. Any such complaint may be referred to arbitration in the manner set out in Article 9 of this agreement.

## **ARTICLE 9 - ARBITRATION**

- 9.01 When either the Employer or the Union requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this agreement, and at the same time shall nominate its appointee to the proposed Board. Within five (5) days thereafter, the other party shall nominate its appointee. The two appointees so nominated shall attempt to select, by agreement, a Chairperson, and if they are unable to do so within a period of five (5) days they shall then request the Ontario Labour Management Arbitration Commission for the Province of Ontario to assist them in selecting an impartial Chairperson.
- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairperson of the Arbitration Board.
- 9.04 Neither the arbitrators nor the Arbitration Board shall be authorized to make any decision inconsistent with the provisions of this agreement, nor shall they alter, modify or amend any part of its provisions. A majority decision shall be final and binding upon the Employer and the Union, but if no majority decision is given, the decision of the Chairperson shall be final and binding.
- 9.05 At any stage of the grievance procedure, including arbitration the conferring parties may have the assistance of the employee concerned, and any necessary witnesses.

- 9.06 The parties may mutually agree to the appointment of a sole arbitrator subject to the provisions of this Article.
- 9.07 No matter may be submitted to arbitration that has not been properly carried through the steps of the grievance procedure.

## **ARTICLE 10 - DISCHARGE and SUSPENSION CASES**

- 10.01 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.
- 10.02 A claim by an employee who has completed the probationary period that they have been unjustly discharged or suspended from their employment shall be treated as a special grievance, commencing at Step #2, if a written statement of such a claim is lodged with the Employer within five (5) working days after the action has been taken by the Employer.
- 10.03 Such special grievances may be settled by confirming the Employer's action or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable, in the opinion of the conferring parties.
- 10.04 Written reprimands and/or warnings which will be part of an employee's record will be given in private with a copy given to the employee and the Union. The employee will be required to sign such warning as evidence that they are aware of its existence. Such written reprimands and/or warning shall remain on the employee's record for a period of twelve (12) months at which time such discipline will be removed from the employee's record, unless further discipline was imposed for the same or similar reasons.
- 10.05 Upon reasonable notice, but not more frequently than once each six (6) months, an employee may, upon request to the Component Manager, consult their personnel file. If the employee so wishes, they may be accompanied by a Union Representative.

## **ARTICLE 11 - UNION SECURITY**

- 11.01 All employees of the Employer as a condition of continuing employment shall pay union dues in accordance with the Constitution and By-Laws of the Union, whether they are a member or non-member.
- 11.02 The Employer agrees to deduct from every employee any dues and assessments in accordance with the Union By-Laws and owing by them to the Union.
- The Union shall provide the Company's Labour Relations Department with a minimum of ninety days (90) days written notice of any increase or decrease in the amount of dues, to be deducted from the bargaining unit employees.
- 11.03 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Treasurer of the Union not later than the 15th of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 11.04 The Union shall indemnify and save the Company harmless from any claims, suits, judgments, and attachments, and from any form of liability as a result of such deductions.

11.05 The Employer shall include on the Income Tax T-4 slip, the amount of Union dues deducted for each employee in the previous calendar year.

11.06 NOTIFICATION TO UNION

- a) The Employer will provide the union with a list, monthly of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Employer's payroll system.
- b) The Employer will provide the Union with the current mailing address, personal email address if available and phone number(s) it has on record of all members of the bargaining unit twice a year, February and August, in electronic form.
- c) The Employer will provide the Union with a record, monthly (unless currently provided more frequently) of all hours worked by each member of the bargaining unit, identifying their hourly rate, and the amount of dues remitted.

11.07 NO OTHER AGREEMENTS

No employee shall be required or permitted to make any written or verbal agreement with the Employers or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Employer without proper authorization from the union.

11.08 VOLUNTEERS

The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986. The Employer shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked and the duties performed.

**ARTICLE 12 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES**

12.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in Article 11 dealing with Union Security and Dues Check-off.

12.02 The Employer or its representative shall introduce the new employee to their Steward, who shall present the employee with a copy of the Union agreement. Additionally, the Steward shall be given the opportunity within a new employee's regular working hours to meet with new employees for a maximum of fifteen (15) minutes during the new employee's first month of employment. Time and location arrangements must be arranged in advance with the Component Manager.

## **ARTICLE 13 - SENIORITY**

### **13.01 DEFINITION OF SENIORITY**

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each one thousand, seven hundred and twenty-five (1725) hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

A part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

13.02 A seniority list showing the names and date of hiring of employees will be prepared by the Employer in the month of October with a copy to be given to the President of the Local Union.

### **13.03 PROBATIONARY PERIOD**

A new employee will be considered on probation until they have completed forty-five (45) days of work (or three hundred thirty-seven and one-half (337.5) hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period they shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Employer, the probationary employee and the

President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this agreement.

13.04 An employee shall lose all seniority and service and shall be deemed to have terminated:

- a) if the employee quits or retires;
- b) if the employee is discharged and their discharge is not reversed through the grievance procedure;
- c) if the employee has been laid off and fails to return to work within seven (7) working days after that employee has been notified to return by the Employer through registered mail addressed to the last address on the records of the Employer;
- d) if the employee is absent from work more than three (3) consecutive working days without an explanation satisfactory to the Employer. Employees will be required to telephone the Employer one (1) hour before the start of their shifts if they are going to be absent; the Employer may wave this requirement if the employee can supply an explanation satisfactory to Management;
- e) if the employee overstays any leave of absence granted by the Employer; the Employer may wave this requirement if the employee can supply an explanation satisfactory to Management;

- f) if the employee has been laid off for a period in excess of forty-eight (48) consecutive months;
- g) if the employee is absent due to illness or disability for a period of eighteen (18) months from the time the disability or illness commenced.
- h) if the employee retires.

### 13.05 EFFECT OF ABSENCE

(a), b) and c) of the following clause are applicable to full-time employees only)

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits\*. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits or LTD, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or LTD.

Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

### 13.06 TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Employer. Such employees on temporary assignments shall remain members of the bargaining unit.

- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twenty (24) months shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of nine (9) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

13.07(A)

- a) In the event of a proposed layoff from the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
  - i. Provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
  - ii. Provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.
- b) Notwithstanding the foregoing if the layoff result from the termination of ARAMARK's contacts with St. John's Rehabilitation Hospital the notice in (i) and (ii) above shall be reduced to three (3) months.

NOTE Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- c) An employee in receipt of notice of layoff pursuant to Article 13.07 (A)(a) may:
  - i. Accept the layoff;
  - ii. Opt to receive a separation allowance as outlined below; or 13.07(A)(c)(iii) amend as follows:
  - iii. Opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan
  - iv. (HOOPP) as outlined below; or
  - v. Displace another employee who has lesser bargaining unit seniority.
- d) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.
- e) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 14, reduced, shall have the right to accept the layoff or displace another employee in accordance with 13.07(A)(c)(v) above.
- f) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority provided they have the ability to perform the work.

- g) Employees on layoff able to meet the normal requirements of the position shall be given preference for temporary vacancies that are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- h) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part time employees.

13.07(B) An employee in receipt of notice of layoff pursuant to 13.07 may:

- a) accept the layoff; or
- b) opt to receive separation allowance in accordance with the Employment Standards Act; or
- c) opt to retire, if eligible under the terms of pension plan; or
- d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Company of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

- e) Retirement Allowance

Prior to issuing notice of layoff pursuant to Article 13.07 (A)(a)(ii) in any classification(s), the Employer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 13.07 (A)(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

- 13.07(C) a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 13.07 (B) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.
- b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 13.07 (B) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of

resignation, may be reimbursed for tuition fees up to a maximum of one thousand and two hundred and fifty (\$1250) dollars."

### 13.08 BENEFITS LAYOFF

In the event of a lay-off of a full-time employee the employer shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first."

### 13.09 JOB POSTING

- a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the President.
- c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change their permanent status.
- e) The Employer agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 13.07 of its intention to eliminate the position. In the event the Employer does not eliminate the position, the permanent vacated position so posted will be the original vacated position in accordance with the information on postings required in 13.09(b) above.
- f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.
- g) Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Employer will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Employer. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.
- h) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

- i) A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union.
- j) Where a temporary vacancy in excess of thirty (30) days occurs within the bargaining unit, such vacancy shall be posted for a period of not less than seven (7) consecutive days. Applications for such vacancy shall be made in writing within the posting period referred to herein. Appointment shall be in accordance with the criteria for selection set out above. Subject to any changes to the employee's status which would have occurred had they not filled the temporary vacancy, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

13.10 The Union shall be notified of all appointments, hiring's, promotions, transfers, layoffs, re- hiring and terminations of employment. Upon request of the Union, the Unit Manager shall advise the Union of the reasons for an unsuccessful promotion.

13.11 For the purpose of clarity, all seniority accumulated with the previous Employer (St. John's) shall be credited to each employee in their new employment with the Employer.

13.12 PORTABILITY OF SERVICE

An employee hired by the Employer with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Employee. Any such claim shall be accompanied by verification of previous related experience. The Employer shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Employer such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) years' service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement.

13.13 TRANSFER OF SENIORITY AND SERVICE

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, and wage progression:

- i. an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;
- ii. an employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year for each one-thousand seven-hundred twenty-five (1725) hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned without loss of seniority to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had they not transferred.

## **ARTICLE 14 - HOURS of WORK**

- 14.01 The normal weekly hours shall be thirty-seven and one-half (37.5) hours and shall be worked in accordance with shift schedules as determined by the Employer. The normal hours of work per shift shall be seven and one-half (7.5) hours. There shall be an unpaid lunch period of one-half (½) hour approximately halfway through the shift.
- 14.02 The days of work for an employee, the starting and quitting times each day and the time and duration of lunch and rest periods, will be determined by the Employer in accordance with its requirements. Shift schedules and other data applicable thereto will be posted on the bulletin boards at least four (4) weeks in advance of being applicable. Once posted, changes must be mutually agreed between the Employer and the employee.
- 14.03 There will be one (1) fifteen (15) minute rest period during each full half of a scheduled shift.
- 14.04 **REPORTING PAY**
- Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.
- Part-time employees scheduled to work less than seven and one-half (7½) hours per day will receive a pro-rated amount of reporting pay.
- 14.05 Employees shall receive consecutive days off and wherever possible shall receive one (1) weekend off in two (2), in any event not less than one (1) weekend off in three (3). A weekend is defined as a Saturday and a Sunday. Time worked on scheduled days off, the third (3rd) weekend or after seven (7) consecutive days shall be paid at time and one half (x1 ½) the employee's straight time rate. This clause shall apply to full-time employees only.
- 14.06 Employees will be allowed to trade days off with another employee of their own status and with the prior approval of their supervisor. Such mutual exchange would not require the Employer to pay overtime rates of pay. Such mutual exchange shall be in writing.
- 14.07 **SHIFT AND WEEKEND PREMIUMS**
- In recognition of the undesirable features of shift work the Employer shall pay:
- Evening shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked between 1500 and 2300 hours, effective ratification.
  - Night shift premium of two dollars and sixty-five cents (\$2.65) per hour for all hours worked between 2300 and 0600 hours, effective ratification.
  - Weekend premium of two dollars and sixty-five cents (\$2.65) for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties, effective ratification.
- 14.08 Seniority shall determine shift preference, subject only to ability to perform the job required.
- 14.09 To be available if required to work the remaining paid holidays unless the full-time employee requests to work the paid holiday except when the unit/department does not work paid holidays.

## ARTICLE 15 - OVERTIME

15.01 Overtime at the rate of one and one-half times (1½) an employee's equivalent hourly rate will be paid for all time worked in excess of seven and one-half (7.5) hours per day or in excess of seventy-five (75) hours in a fourteen (14) day period.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.

15.02 Employees required to work more than eight and one half (8½) consecutive hours in any day or shift shall be provided with a meal at no cost to the employee.

### 15.03 CALL BACK

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of double-time (2x) their regular hourly earnings.

15.04 No employee shall be required to be laid off from regular hours for the purpose of offsetting or circumventing the application of overtime rates of pay.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium has earned for working overtime. The Employer shall revert to payment of premium rate if time is not taken within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within twelve (12) months of the work week.

15.05 All overtime shifts shall be offered in order of seniority. Overtime shall be divided equally on a rotational basis, if possible, among the employees engaged in similar types of operations and who are qualified to perform the work that is available.

15.06 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

15.07 When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will allocate a rest period of fifteen (15) minutes duration.

## ARTICLE 16 - HOLIDAYS

16.01 Subject to the condition that the employee must be at work on the scheduled day prior and the scheduled day following the holiday, except for illness of less duration than two weeks, the employer recognizes the following as paid holidays:

Family Day	Good Friday	Easter Monday	
Victoria Day	Canada Day (July 1)		
Civic Holiday	Labour Day	Thanksgiving	
Remembrance Day	Christmas Day	Boxing Day	New Year's Day

- 16.02 When any of the above holidays falls on an employee's vacation or regularly scheduled day off, the employee shall be granted an alternate day off in lieu of such holiday.
- 16.03 All employees shall be paid for the above holidays at their regular rate of pay.
- 16.04 Employees who work on the above holidays will be paid for all hours worked at time and one-half and will be granted another day off with pay in lieu of the holiday within thirty (30) days of the holiday. This period may be extended by mutual agreement.
- 16.05 It is understood that due to the nature of the employer's business and the relatively small number of employees, that the scheduling of more than two consecutive days off presents some insurmountable problems. However, the employer will attempt to schedule up to five (5) consecutive days off for eligible employees at Christmas or New Years' wherever it is possible.
- 16.06 PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

Where an employee is required to work authorized overtime, in excess of, their regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) their regular straight time hourly rate for such authorized overtime.

## ARTICLE 17 - VACATIONS

(This Article applies to both full-time and part-time employees)

- 17.01 For purposes of computing continuous service, the vacation year shall end on June 30<sup>th</sup>.
- 17.02 VACATION ENTITLEMENTS

Full Time Vacation Entitlements:

Effective September 29, 2012, the vacation entitlement will be as follows:

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	12	4
12	20	5
20	28	6
28		7

**Part Time - Vacation Entitlements:**

Effective September 29, 2012, the vacation entitlement will be as follows:

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage vacation pay, plus the equivalent time off:
Less than 3,450		4%
3,450	8,625	6%
8,625	20,700	8%
20,700	34,500	10%
34,500	48,300	12%
48,300		14%

- 17.03 Any employee not having a year of service prior to July 1st, in any year, shall receive vacation pay of four (4%) percent as per the Employment Standards Act.
- 17.04 An employee leaving the service of the Employer at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary of wages in lieu of such vacation. When an employee dies their estate shall be credited with the value of vacation credits owing to them.
- 17.05 Vacations will be arranged between an employee and their supervisor with consideration being given to the wishes of the employee and the requirements of the Employer. Employee's choice of vacation shall be in accordance with seniority.
- 17.06 The Employer shall attempt to arrange work schedules to have an employee's days off in conjunction with the beginning or end of the employee's vacation.
- 17.07 Except in cases of severance of employment, employees will not be paid cash in lieu of vacation time.
- 17.08 **ILLNESS DURING VACATION**  
(The following clause is applicable to full-time employees only)  
Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.  
Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.  
The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- 17.09 Provided vacations of five (5) days or more are scheduled and agreed upon between the employee and the Manager in writing four (4) weeks in advance, vacation pay shall be paid to all full-time employees on request in advance of their vacation.

**17.10 BEREAVEMENT DURING VACATION**

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.04.

The portion of the employee's vacation which is deemed to be bereavement leave, under the above provisions, will not be counted against the employee's vacation credits.

- 17.11 Should an employee who has commenced their scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have so worked.

**ARTICLE 18 - SICK LEAVE PROVISIONS**

**18.01 HOODIP Effective July 1, 2008**

(The following clause is applicable to full-time employees only)

- a) The Employer will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

The Employer will pay seventy-five (75%) percent of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- b) Effective July 1, 2008 the existing sick leave plans shall be terminated and any provisions relating to such plans shall be null and void except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.

Any unused sick leave credits accumulated up to June 30, 2008 shall be converted to a dollar amount at the rate of pay in effect on June 30, 2008. Subject to the provision of this Article, any remaining balance in the sick leave bank will be paid to the employee on termination. In the event of death before termination the balance in the sick leave bank shall be paid to their beneficiary. Such balance in the sick leave bank shall not be paid in the case where an employee has been discharged for just cause.

- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee as prescribed above. The "sick leave bank" shall be utilized to:
- 1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,

- 2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - 3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, their existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and they shall be entitled, on termination, to that portion of any unused sick leave days providing they subsequently achieves the necessary service to qualify them for pay-out under the conditions relating to such pay-out.
  - 4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Employer, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Employer, will equal one-hundred (100%) percent of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
  - e) The employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
  - f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 18.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement. The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes. The Employer further agrees that an employee who has returned to work on an approved modified/return to work program will be considered to be actively at work, and will not have those hours worked count towards the expiry of the five-hundred sixty-two and one-half (562.5) hours short term sick benefit period, and such days are to be counted towards the one-hundred twelve and one-half (112.5) hours of continuous work requirement for the reinstatement of the fifteen (15) calendar weeks benefit period.
  - g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent shall be provided to the Union.
  - h) The employer shall pay the full cost of any medical certificate required of an employee.
  - i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EiC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the employer towards offsetting the cost of the benefit improvements contained in this agreement."

18.02 An employee may be required to produce a certificate from a duly qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness.

18.03 INJURY PAY

If an employee is injured on the job and their supervisor excuses them from further duty for the balance of their shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

## **ARTICLE 19 - LEAVE OF ABSENCE**

19.01 LEAVE FOR UNION BUSINESS

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance they shall suffer no loss of pay for the time so spent.

19.02 UNION BUSINESS

The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Employer, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer, on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Employer of the number of such hours.

### FULL-TIME POSITION WITH THE UNION

(This clause is applicable to full-time employees only)

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave, on the basis of what their normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

The Employer may fill the vacancy resulting from such leave on a temporary basis.

### PART-TIME POSITION WITH THE UNION

(The clause is applicable to part-time employees only)

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave. The employee shall notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

The Employer may fill the vacancy resulting from such leave on a temporary basis.

- 19.03 Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without loss of seniority and without pay by the Employer for a period of one (1) year. Such leave shall be renewed each year during their term of office and shall be limited to one (1) employee.

#### 19.04 BEREAVEMENT LEAVE

Any employee who notifies the Employer as soon as possible following bereavement will be granted bereavement leave for five (5) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, brother and sister.

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their, aunt or uncle niece or nephew.

The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

#### 19.05(A) JURY & WITNESS DUTY

(The following clause is applicable to full-time employees only)

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer on their regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off.

Where the employee's attendance is required during a different shift than they are scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Employer is unable to reschedule the employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be

paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

19.05(B) JURY & WITNESS DUTY

(This clause is applicable to part-time employees only)

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- b) presents proof of service requiring the employees attendance;
- c) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer on their regularly scheduled day off, they shall be paid for all hours actually spent at such hearings at their regular straight time hourly rate subject to (a), (b) and (c) above.

19.06 PERSONAL LEAVE

Written request for a personal leave of absence without pay will be considered on an individual basis by the employer. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

19.07 PREGNANCY LEAVE

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks or as soon as possible in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish Aramark Canada Ltd. with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by Aramark Canada Ltd. at least four (4) weeks in advance thereof.

- d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of Aramark Canada Ltd. Supplementary Unemployment Benefit (SUB) Plan an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three (93%) percent of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by Aramark Canada Ltd. of the employee's Employment Insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, Aramark Canada Ltd. will pay the employee ninety-three (93%) percent of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- f) Aramark Canada Ltd. will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

Effective February 28, 2008 the Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

- g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department and at the same rate of pay.

#### 19.08 PARENTAL LEAVE

- a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) For the purpose of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

- c) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks or as soon as possible in advance of the date of the commencement of such leave and the expected date of return.
- d) An employee who is an adoptive parent shall advise Aramark Canada Ltd. as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

- e) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (c) above by written notification received by Aramark Canada Ltd. at least four (4) weeks in advance thereof.
- f) Effective on confirmation by the Employment Insurance Commission of the appropriateness of Aramark Canada Ltd. Supplemental Unemployment Benefit (SUB) Plan an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three (93%) percent of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by Aramark Canada Ltd. of the employee's Employment Insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that they would be entitled to receive if they were not on parental leave.

In addition to the foregoing, Aramark Canada Ltd. will pay the employee ninety-three (93%) percent of their normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- g) Credits for service and seniority shall accumulate for a period of up to eighteen (18) weeks while an employee is on parental leave.
- h) ARAMARK Canada Ltd. will continue to pay its share of the contributions of the subsidized employee benefits or the percentage in lieu of benefits, whatever applicable, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the leave began, if the employee also took pregnancy leave or up to

sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

- i) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department and at the same rate of pay.

#### 19.09 EDUCATION LEAVE

If required by the Employer, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Employer.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Employer.

The Employer will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Hospital and during their regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Employer to engage in any learning opportunities outside of their regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at their regular straight time hourly rate of pay.

Where the Employer requires e-learning, it will make reasonable efforts to enable employer e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required employers e-learning during regular working hours and is required to complete hospital e-learning outside of their regular working hours, the Employer will identify in advance the time that will be paid at their regular straight time hourly rate of pay.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while engaged in such learning opportunities.

#### 19.10 PROCEDURE FOR REQUESTING LEAVE OF ABSENCE

All requests for leave will be in writing and presented to the Employer at least fourteen (14) days in advance of commencement of such leave. The Employer shall reply within seven (7) days.

#### 19.11 MEDICAL AND EMERGENCY LEAVE

An employee is entitled to a leave of absence without pay because of any of the following:

- 1) A personal illness, injury of medical emergency
- 2) The death, illness, injury of medical emergency of an individual described in this Article.

3) An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take leave under this section shall advise their Employer that they will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee is entitled to take a total of ten (10) days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Employer may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

#### 19.12 COMPASSIONATE CARE LEAVE

- a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that, twenty-six week' (26) period in accordance with Section 49.1 of the *Employment Standards Act*.
- b) An employee who is on compassionate care leave shall continue to accumulate seniority and service
- c) Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

## **ARTICLE 20 - PAYMENT OF WAGES**

### 20.01 WAGE RATES

The employee's salary should be paid bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement to all employees on the payroll on the date of ratification.

20.02 Employees may, upon giving at least three (3) days' notice, receive on the last pay preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

20.03 TEMPORARY TRANSFER

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit the employee shall receive an allowance of one (\$1.00) dollars for each hour from the time of the assignment.

20.04 When a new classification is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee. It is understood that the Union will be informed of any significant change to an existing classification prior to the change being put into effect.

## ARTICLE 21 - WELFARE BENEFITS

21.01 Effective the first of the month, following three (3) months of employment full-time employees are eligible to participate in the following benefits, subject to the terms and conditions of the plans:

a) Group Insurance - Eligible employees employed on the date of the signing of the collective agreement shall have the option of being enrolled in the group insurance plan set down below. Any new employee who is hired subsequent to the signing of the collective agreement must join the group insurance plan as a condition of employment.

The Employer shall contribute eighty (80%) percent of the premiums of the group insurance plan for each employee who is eligible to enroll and is enrolled in the plan, the principle features of which are:

- i. \$50,000 – Life Insurance (effective January 1, 2024)
- ii. \$50,000 – Accidental Death & Dismemberment (effective January 1, 2024)
- iii. Major Medical - The plan will be a fifteen (\$15) dollar (single) deductible and twenty-five (\$25) dollar (family) deductible major medical plan.

b) Dental Plan - Eligible full-time employees shall be covered by a dental plan, equivalent to Blue Cross No. 9, current ODA Schedule of Fees. The Employer shall pay seventy-five (75%) percent of the billed premiums and the employees shall pay the remaining twenty-five (25%) percent through payroll deduction. Any new employee who is hired subsequent to the signing of the collective agreement must join the dental plan as a condition of employment.

The employer agrees to contribute seventy-five (75%) percent of the billed premiums towards Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to one thousand (\$1000) dollars annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Dental recall, including preventative services, every nine (9) months (effective January 1, 2024).

The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

- c) Vision Care Plan - The Employer agrees to continue to provide a Vision Plan based on three-hundred and fifty (\$350) dollars, four hundred and fifty (\$450) dollars effective January 1, 2024, every twenty-four (24) months, with the ability to use coverage for eye laser surgery, plus a bi-annual eye exam on a cost sharing of premiums of seventy-five (75%) Employer and twenty-five (25%) employee.

The Employer agrees to provide a hearing aid acquisition one hundred (100%) percent reimbursement level) to a maximum of three hundred (\$300) dollars, four hundred and fifty (\$450) dollars effective January 1, 2024, every thirty-six (36) months on a cost sharing of premiums of eighty (80%) percent Employer and twenty (20%) percent employee.

- d) The Employer agrees to provide annual paramedical coverage (chiropractic and physiotherapy) based on four-hundred and twenty-five (\$425) dollars on the current cost sharing of premiums basis of eighty (80%) percent Employer and twenty (20%) percent employee.

Effective January 1, 2024, services of a licensed registered massage therapist will be covered up to an annual maximum of three hundred and seventy-five (\$375) dollars.

Effective January 1, 2024, coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) will be covered up to an annual combined maximum of eight hundred (\$800) dollars.

- e) Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug, unless no substitution is indicated by the physician. The Employer agrees to provide a pay direct drug card to benefit eligible employees.
- f) The Employer shall provide to the Union a copy of the benefit booklet applicable to each of the benefits referred to in this Article 21.

21.02 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Act, shall receive from the Employer the difference between the amount payable by the Workplace Safety and Insurance Board and their regular salary. Such payment shall be deducted from the employee's accrued sick leave.

- 21.03 If an employee is required to wear a uniform and the employee wears the uniform supplied by the Employer, the Employer will have the uniform cleaned. This does not apply in the case where an employee supplies their own uniform.
- 21.04 In the event that any of the Company paid premiums for benefits covered under this Article are subsequently reduced or eliminated for any reasons such premium reduction or elimination shall be the property of the Company.
- 21.05 The Employer shall cease all premium payments for Company paid or partially paid benefits the first day of the month following the date an employee was first absent from work due to illness, accidents, death, lay-off, or leave of absence unless otherwise specifically provided for herein. It is agreed and understood that employees on an authorized unpaid leave of absence can pay the premium in full i.e. (both the employer and the employees' portion) to ensure continuation of the benefit plan.
- 21.06 If an employee is injured at work and qualifies for WSIB the Employer will pay the employee for the balance of their shift.
- 21.07 PENSION PLAN  
(The following clause is applicable to full-time employees only)  
All present employees enrolled in Hospital of Ontario Pension Plan (HOOPP) plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.
- 21.08 CHANGE IN CARRIER  
(The following clause is applicable to full-time employees only)  
It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Employer shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.
- 21.09 BENEFITS FOR PART-TIME EMPLOYEES  
(The following clause is applicable to part-time employees only)  
A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to fourteen (14%) percent of their regular straight time hourly rate for all straight time hours paid.

## 21.10 EDUCATION

The Company will reimburse employees fifty (50%) percent of all tuition and related costs, including books and supplies, upon successful completion of a pre-authorized course on English as a Second Language.

## **ARTICLE 22 - VIOLENCE IN THE WORKPLACE**

22.01 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the employer, employees and the Union. Employees should feel empowered to report incidents of violent behaviour, without fear of retaliation. The parties are both committed to a harassment free environment and agree to recognize issues in a timely and effective manner as set out below:

The Employer and the Union agrees that such incidents will not be condoned.

- a) "Workplace violence" means,
  - (i) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
  - (ii) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
  - (iii) A statement or behavior that it is reasonable for a worker to interpret as a threat to exercise physical injury to the worker, in a workplace that could cause physical injury to the worker
- b) Any employee who believes they have been subject to such incident shall report this to a supervisor who will make every reasonable effort to investigate the matter and rectify the situation as soon as reasonably possible.
- c) The employer agrees to develop formalized policies and procedures. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- d) It is understood that the Joint Health and Safety representatives have the same powers and responsibilities for workplace violence hazards as they do for other occupational health and safety hazards under the Occupational Health & Safety.
- e) The Employer will inform the Joint Health and Safety Committee if a person is killed, critically injured, disabled from performing their usual work, or requires medical attention due to workplace violence.
- f) The local parties will determine appropriate solutions to promote health and safety in workplaces, which shall include the adoption of the following mandatory provisions:
  - 1. The Employer will ensure that employees are properly advised in advance if they are required to interact with patients who the Employer is aware have exhibited violent behavior previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behavior.

2. The Employer shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent patient alone.
  3. The Employer shall notify the Union without undue delay of any incident of an employee being subjected to violence at the workplace. The timing and nature of such notification may be negotiated locally by the parties.
- g) In addition, the local parties will consider addressing the inclusion of the following additional remedies:
- (i) Electronic and visual flagging;
  - (ii) Properly trained security who can de-escalate, immobilize and detain/ restrain;
  - (iii) Appropriate personal alarms;
  - (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
  - (v) Training in de-escalation, "break-free" and safe immobilization/detainment/restraint.
- h) Nothing in this Article is intended to provide for a greater right than what is established in the Ontario Occupational Health & Safety Act as amended from time to time.

## **ARTICLE 23 - HEALTH & SAFETY**

- 23.01 It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties further agree that when faced with occupational health and safety decisions, the Employer will not await full scientific certainty or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Employer will fulfill any training obligation required by the Occupational Health and Safety Act and employees shall attend required health and safety training.
- 23.02 Recognizing its responsibilities under the applicable legislation, the Company agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees. [The parties fully endorse the responsibilities of employer and employees under the Occupational Health and Safety Act. Accordingly, the provisions of the Occupational Health and Safety Act are incorporated into, and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.
- 23.03 The Employer agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions as defined in the Occupational Health & safety Act. The Health and Safety Committee shall respect the confidentiality of the information.
- 23.04 Employees will be provided with personal protective equipment reasonably necessary for the protection of the employee.

- 23.05 An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- 23.06 Where the Employer determines that there is a risk that the Employer's employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- 23.07 Where the Employer identifies high risk areas where the Employer's employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided at no cost to the employee
- 23.08 The Employer accepts that at least one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Company.
- 23.09 The Employer agrees that health and safety inspections shall be conducted by certified Health and Safety Representatives only if possible.
- 23.10 Nothing in this Article is intended to provide for a greater right than what is established in the Ontario Occupational Health & safety Act except as otherwise provided herein.
- 23.11 INFECTIOUS DISEASES AND THE PRECAUTIONARY PRINCIPLE
- a) The employer shall take every precaution reasonable in the circumstances for the protection of a worker. *Occupational Health and Safety Act, s. 25 (2) (h)*].
  - b) When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) including but not limited to, providing readily accessible personal protective equipment that reduces risk and protects employees.
  - c) The Employer will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to bargaining unit members at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Employer.
  - d) A worker who is required by their employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. Personal protective equipment that is to be provided, worn or used shall, be properly used and maintained, be a proper fit, be inspected for damage or deterioration and be stored in a convenient, clean and sanitary location when not in use. [*O. Reg. 67/93 – Health Care*].

- e) The Employer agrees to cooperate in providing necessary information and management support to enable the Joint Health and Safety Committee to fulfil its functions. In addition, the Employer will provide the Committee with access to the Employer's pandemic plan and related risk assessment, all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Employer will also provide the Committee with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.
- f) Pregnant employees may request to be temporarily transferred from their current duties if, in the professional opinion of the employee's physician a risk to the pregnancy and/or unborn child is identified. If a temporary transfer is not feasible, the employee will be granted an unpaid leave of absence before the commencement of the pregnancy leave.

## **ARTICLE 24 - INFLUENZA VACCINATION**

24.01 The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) The Employer recognizes that employees have the right to refuse any recommended or required vaccination.
- b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be placed on unpaid leave during the declared outbreak period. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole.
- c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned or duties will be modified during the outbreak period, unless reassignment is not possible or is modified duties adversely impact the scheduled hours of other employees, in which case the employee will be placed on paid leave.
- d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- f) This Article shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 25 - GENERAL**

- 25.01 Accommodation shall be provided for employees to have their meals and keep their cloths.
- 25.02 The Union shall have the right to post notices of interest to its members on Bulletin Boards provided by the Employer, provided, however, that approval has been obtained from the Unit Supervisor. It is understood that such approval will not be unreasonably withheld.
- 25.03 No job category covered by the scope of this agreement shall be contracted out if it shall cause the demotion or lay-off of bargaining unit employees or suffer in a reduction in their regular hourly rate.
- 25.04 The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and duties under it. For this reason, the Employer shall provide the Union with sufficient copies for each employee within thirty (30) days of signing and issue a copy to each employee.
- 25.05 Wherever the masculine gender is used, it shall mean and include the female gender.
- 25.06 The Union and the Employer shall co-operate in continuing and perfecting all safety measures.
- 25.07 The Employer undertakes to notify the Union in advance, so far as practicable of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Union will also be notified at such time that the Employer intends to tender the work.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned. The Employer will identify the specific workforce impacts, including anticipated elimination(s) of position(s), and will identify any such position(s).

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

### **25.08 EMPLOYEE DEFINITIONS**

#### **Full time Employees**

Full time employees are those employees who are regularly scheduled to work in excess, of twenty-four (24) hours per week.

#### **Part Time Employees**

Part Time employees are those employees who are regularly scheduled to work twenty-four (24) hours or less per week. Part Time employees who work in excess of twenty-four (24) hours a week because they are working additional unscheduled hours or who are filling a temporary full-time position will continue to maintain their Part Time employee status.

### Casual Employees

Casual employees are those employees who do not have a regular work schedule. Although Casual employees are not required to make a specific commitment to be available for work they will be removed from the casual list and their employment terminated if they are regularly not available to work when called upon by the Employer.

Casual employees will be treated as Part Time employees for the purpose of this collective agreement.

The foregoing definitions do not constitute any guarantee of the hours of the actual hour of work available to an employee.

## **ARTICLE 26 - WORKLOAD ISSUES**

- 26.01 a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Workloads and fluctuating staffing are resolved in a timely and effective manner.
- b) Employees are encouraged to raise their concerns with the immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under Article 22 of the Collective Agreement) or the Labour Management Committee (as constituted in Article 6 of the Collective Agreement) through their Union representative.

## **ARTICLE 27 - TERM OF AGREEMENT**

- 27.01 This agreement shall be binding and remain in effect from September 29, 2021 to September 28, 2023 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to September 28, 2023, or in any year that it desires its termination or amendment.
- 27.02 Either party desiring to propose changes or amendments to this agreement shall, within a period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within twenty (20) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.
- 27.03 It is agreed and understood that should the Employer's contract with the client be terminated for any reason, then, concurrent with such termination date all rights and benefits enjoyed and provided for under this collective agreement shall automatically cease subject to the terms and conditions of section 17.09 and 18.01 (b).

Dated at Toronto, Ontario, this 29th day of October, 2024.

FOR THE EMPLOYER:

Paula Piscitelli  
Paula Piscitelli (Oct 29, 2024 10:47 EDT)

Paula Piscitelli

Kelly Estwick  
Kelly Estwick (Oct 29, 2024 13:22 EDT)

Kelly Estwick

Ann Robertson  
Ann Robertson (Oct 29, 2024 18:04 EDT)

Ann Robertson

Steven Leonoff  
Steven Leonoff (Oct 29, 2024 16:46 EDT)

Steven Leonoff

FOR THE LOCAL UNION:

Jerry Ross  
Jerry Ross (Nov 25, 2024 18:11 EST)

Jerry Ross

Noelle Douitsis  
Noelle Douitsis

**SCHEDULE "A"**

Classification		Effective September 29, 2020	Effective September 29, 2021 (4.75%)	Effective September 29, 2022 (3.5%)
<b>Cook</b>	Start	\$25.07	\$26.26	\$27.18
	6 months	\$25.37	\$26.58	\$27.51
	12 months	\$25.67	\$26.89	\$27.83
<b>Dietary Aide</b>	Start	\$23.19	\$24.29	\$25.14
	6 months	\$23.41	\$24.52	\$25.38
	12 months	\$23.70	\$24.83	\$25.70

Dated at Toronto, Ontario, this **29th** day of **October**, **2024**.

FOR THE EMPLOYER:

FOR THE LOCAL UNION:

Paula Piscitelli  
Paula Piscitelli (Oct 29, 2024 10:47 EDT)

Jerry Ross  
Jerry Ross (Nov 25, 2024 18:11 EST)

Paula Piscitelli  
Kelly Estwick  
Kelly Estwick (Oct 29, 2024 13:22 EDT)

Jerry Ross  
Noelle Douitsis

Kelly Estwick  
Ann Robertson  
Ann Robertson (Oct 29, 2024 18:04 EDT)

Noelle Douitsis

Ann Robertson  
Steven Leonoff  
Steven Leonoff (Oct 29, 2024 18:46 EDT)

Steven Leonoff

**LETTER OF UNDERSTANDING #1**

Between:

ARAMARK Canada Ltd. at ST. JOHN'S REHABILITATION HOSPITAL

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 790

**Re: Commitment to Equity, Diversity and Inclusivity**

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities they serve and work together to promote equity, diversity, and inclusion within the Employer.

The parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the Employer and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.

To support this commitment, The Employer and the Union agree to add this as an agenda item in the Labour Management Committee Meetings. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the hospital in effective and meaningful ways.

Dated at Toronto, Ontario, this **29th** day of **October** , **2024**.

FOR THE EMPLOYER:

FOR THE LOCAL UNION:

Paula Piscitelli  
Paula Piscitelli (Oct 29, 2024 10:47 EDT)

Jerry Ross  
Jerry Ross (Nov 25, 2024 18:11 EST)

Paula Piscitelli

Jerry Ross

Kelly Estwick  
Kelly Estwick (Oct 29, 2024 13:22 EDT)

Noelle Douitsis  
Noelle Douitsis

Kelly Estwick

Ann Robertson  
Ann Robertson (Oct 29, 2024 18:04 EDT)

Ann Robertson

Steven Leonoff  
Steven Leonoff (Oct 29, 2024 10:46 EDT)

Steven Leonoff